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**RESTATED DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS, OF
THE PLANTATION LAKES HOMEOWNERS ASSOCIATION**

PREPARED BY: INMAN & STRICKLER, P.L.C.

575 LYNNHAVEN PARKWAY, SUITE 200
VIRGINIA BEACH, VIRGINIA 23452

PARCEL NUMBERS: SEE EXHIBIT A ATTACHED HERETO

PREPARED BY: INMAN & STRICKLER, PLC
575 LYNNHAVEN PARKWAY, SUITE 200
VIRGINIA BEACH, VA 23452

EXPLANATION AND DISCLAIMER

This document is now the official version of the covenants, conditions, restrictions, and easements that run with the land with respect to the subdivision of Plantation Lakes.

This document was compiled by a committee of owners and the Association's counsel, Inman & Strickler, PLC, from the currently recorded Declaration and represents counsel's legal opinion as to the collected and currently applicable covenants, conditions, restrictions as amended on several occasions since the inception of the Association in 1984.

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF THE
PLANTATION LAKES HOMEOWNERS ASSOCIATION**

(ORIGINALLY RECORDED IN BOOK 2075, PAGE 561)

THIS DECLARATION is made on the date hereinafter set forth by PLANTATION LAKES COMPANY, a Virginia corporation (hereinafter referred to as the "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Chesapeake, Virginia, which is more particularly described as follows:

Beginning at a pin on the east side of Kempsville Road, said pin being one mile plus or minus (more or less) south of the intersection of Kempsville Road and Centerville Turnpike, in the City of Chesapeake, Virginia, from said pin running down the center of a ditch south 52°45'22" east 289.00 feet to a pin; thence south 62° 53'22" east 126.00 feet to a pin; thence south 54° 07' 47" east 369.81 feet to a pin; thence continuing along the same bearing 577.72 feet to the intersection of two (2) ditches; thence continuing down the center of the ditch south 50° 23' 09" east 362.42 feet to a point; south 53° 42' 16" east 1617.21 feet to a point; south 46° 41' 54" east 200.00 feet to a point; south 53°40'45" east 363.17 feet to a pin, a corner; thence turning and running south 15° 18' west 1210.52 feet to a pipe in the center of a ditch, a corner, thence turning and running down the center of the ditch north 69° 43'36" west 608.20 feet; north 70° 19'46" west 601.17 feet to a point; north 69° 16'43" west 1215.00 feet to a point; north 62° 37' 03" west 480.00 feet to a point, a corner; thence turning and running north 6° 30' 48" east 10.00 feet to a pin; thence continuing along the last mentioned line 1933.91 feet to a pin, a corner; thence turning and running north 55° 01' 33" west 881.50 feet to a pin on the east side of Kempsville Road; thence turning and running northerly along the east side of Kempsville Road along a curve to the right a distance of 309.36 feet, a pin, the point of beginning, containing in the whole 130.13 acres and which is hereinafter sometimes referred to as the "Property".

AND WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements,

restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, covenants, restrictions, and conditions shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the above-described property, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to The Plantation Lakes Homeowners Association, a non-stock Virginia corporation, its successors and assigns.

SECTION 2. "Builder" or "Builders" shall mean and refer to any person, partnership, corporation or other entity which purchases any Lot or Townhouse Site (hereinafter defined) from Declarant for the purpose of constructing thereon, and the selling in the ordinary course of business to owners, detached single family dwellings, or attached townhouse dwellings.

SECTION 3. "Common Area" shall mean and refer to any areas so designated "LAKE", "COMMON AREA", or "GREENBELT" on any future subdivision plat or plats of the Property.

SECTION 4. "Declarant" shall mean and refer to Plantation Lakes Company, a Virginia corporation, its successors and assigns, if such successors or assigns should acquire from Declarant its remaining interest in the property referred to in the preamble hereof for the purposes of development. Development shall mean and refer to the orderly subdivision of such property and the construction thereon of private and/ or public water facilities, sewer facilities, streets and/or drainage facilities to serve said property for the purpose of selling same in the ordinary course of business to "Builders".

SECTION 5. "Lot" shall mean and refer to that portion of the Property which is designated on any subdivision plat of the Property as a numbered or lettered building site upon which a detached single family dwelling is constructed, but shall not include any plot otherwise designated, or any of the Common Area.

SECTION 6. "Member" shall mean and refer to those owners described in the first sentence of Article III hereof.

SECTION 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Townhouse Site which is a part of the Property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

SECTION 8. "Property" shall mean and refer to that certain real property described in the preamble hereof

SECTION 9. "Townhouse Site" shall mean and refer to that portion of the Property designated on any subdivision plat of property as a numbered or lettered building upon which an attached single family dwelling of party-wall construction is constructed, but shall not include any plot otherwise designated or any of the Common Area.

ARTICLE II MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes of the Association, provided that any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be mailed to all members not less than twenty-five (25), nor more than fifty (50) days, in advance and shall set forth the purpose of the meeting. Upon a merger or consolidation of the Association with another association, its Property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the Property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants, conditions, restrictions and easements established by this Declaration within the Property, together with the covenants, conditions, restrictions and easements established upon any other properties, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants, conditions, restrictions and easements established by this Declaration within the Property except as herein provided.

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Townhouse Site which is subject by this Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Townhouse Site which is subject to assessment by the Association. Ownership of such Lot or Townhouse Site shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III, with the exception of the Declarant and Builders prior to and during the course of construction. Class A Members shall be entitled to one vote for each Lot or Townhouse Site in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot or Townhouse Site, all such persons shall be Members, and the vote or votes for such Lot or Townhouse Site shall be exercised as the majority of such persons among themselves determine. At any meeting of the Members, a representation by any of such persons that a majority of such persons have agreed as to the vote or votes for such Lot or Townhouse Site shall be conclusive unless another of such persons contest such representation at such meeting prior to the casting of such vote or votes.

Class B. The Class B Members shall be the Declarant and Builders. The Class B Members shall be entitled to three (3) votes for each Lot or Townhouse Site in which it (they) hold(s) the interest required for membership by Article III; provided, however, that the Class B Membership shall cease and be converted to Class A Membership (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or (b) on December 31, 1988, whichever shall first occur. Notwithstanding anything herein contained to the contrary, if the Declarant shall, at any time or from time to time, convey one or more Lot(s) or Townhouse Site(s) to any person, firm or corporation, including Builders, the Declarant shall continue to have and exercise voting rights with respect to each such Lot(s) or Townhouse Site(s) to the same extent as if it continued to own such Lot or Townhouse Site, until such Lot or

Townhouse Site is developed and either conveyed to a purchaser for occupancy, or occupied as a dwelling.

**ARTICLE V
PROPERTY RIGHTS**

SECTION 1. Members' Easement of Enjoyment. Every Member shall have the right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot or Townhouse Site, subject to the following provisions:

(a) The right of the Association to limit the number of guests of Members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage (which term shall include the real property of the Association, and the rights or such mortgagee (which terms shall include the beneficiary of a Deed of Trust) shall be subordinate to the rights of the Members hereunder;

(d) The right of the Association to suspend the voting rights and right to use of the Common Area and facilities thereon by a Member for any period during which any assessment against his Lot or Townhouse Site remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast more than two-thirds (2/3) of the votes of the Class A Membership and more than two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless a certificate of the secretary of the Association is recorded stating that written notice of the proposed action was sent to every member not less than thirty (30) days in advance of such effective date of such dedication or transfer.

SECTION 2. Delegation of Use. Any Member may delegate, in accordance with the Association's by-laws, his right of enjoyment to the Common Area and

facilities to the members of his family, his tenants, or contract purchasers who reside on any Lot or Townhouse Site.

SECTION 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, but subject to such matters as are shown on recorded plats, as are set forth in this Declaration, or such customary utility and/ or drainage easements as may be of record and affect such property, prior to the conveyance of the first Lot or Townhouse, improved with a dwelling thereon, to an Owner for occupancy.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Townhouse Site owned within the Property, hereby covenants, and each Owner of any Lot or Townhouse Site, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot or Townhouse Site against which each such assessment is made and the sale or transfer of any such Lot or Townhouse Site shall not affect the validity of the assessment lien. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or corporation who was the Owner of such Lot or Townhouse Site at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property through the ownership, improvements, operation and maintenance of the Common Area and the facilities thereon.

SECTION 3. Rate, Basis, and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or

Townhouse Site to an Owner for occupancy, the maximum annual assessment for each Lot or Townhouse Site shall be \$75.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment may be increased each year either (i) by not more than five percent (5%) above the maximum annual assessment for the previous year, or (ii) by not more than the rise, if any, in the Consumer Price Index for All Urban Consumers (published by the Department of Labor, Washington, D.C. for the preceding July), whichever is higher, by the Board of Directors of the Association without a vote of the membership; provided, however, the maximum annual assessment against the Declarant or Builders until completion of construction of a dwelling on any such Lot or Townhouse Site and the occupancy thereof as a residence, shall be twenty-five percent (25 %) of the assessment in effect from time to time as set forth above.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment may be increased above that set forth above by the assent of more than two-thirds (2/3rds) of the vote of each class of Members who are voting in person or by proxy, at a special meeting called for such purpose.

(c) After consideration of current operating and maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted hereunder.

(d) The following method of computation shall be used when using the Consumer Price Index. The Consumer Price Index for All Urban Consumers establishes the United States City Average numerical rating for All Items under the Expenditure Category for the month of July, 1984, as 311.7. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of One Hundred Percent (100%), is multiplied by the original maximum annual assessment to obtain the maximum annual assessment for the subsequent year.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose

of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose; and provided further that no such special assessment shall exceed an amount equal to twice the then current maximum annual assessment.

SECTION 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the applicable notice requirement, at which subsequent or postponed meeting the quorum requirement shall be one-half (1/2) of that required at the preceding meeting; provided, however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Townhouse Sites on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of full calendar months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot or Townhouse Site at least thirty (30) days in advance of each annual assessment period; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of assessments shall be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Townhouse Site have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot or Townhouse Site. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments

due prior to such foreclosure (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure shall relieve such Lot or Townhouse Site from liability for any assessments thereafter becoming due or from the lien thereof

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be deemed delinquent. If the assessment, or any part thereof, is not paid within 30 days after the due date, the Board of Directors of the Association may impose a late payment fee equal to ten percent (10%) of said delinquent amount or \$10.00, whichever is greater, and the assessment and late payment fee shall bear interest from the due date at the rate of eight percent (8 %) per annum (or such greater per annum rate as may hereafter, from time to time, be permitted by applicable regulations of the Veterans Administration or by law). The Association may, as hereinafter provided and in addition to all other rights and remedies provided herein or by law, bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the assessment lien against the Lot or Townhouse Site, as the case may be, and in either case, late payment fees, interest at the above rate, costs of collection, including actual attorney's fees incurred, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Townhouse Site. In the event of default in the payment of any assessment when due, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, including without limitation, by either or both of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and costs of collection, including actual attorney's fees incurred, as provided above.

(b) Enforcement of Lien. The Declaration creates a lien, with power of sale, on each and every Lot or Townhouse Site within the Property, to secure payment to the Association of any and all assessments and other sums levied against any and all owners and such Lots or Townhouse Sites, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including actual attorney's fees incurred. If such assessment is not paid when due, the Association may elect to record a

memorandum of lien on behalf of the Association against the Lot or Townhouse Site of which such assessment is delinquent, said memorandum of lien to be recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia. Such a memorandum of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (i) The name of the Owner at the time of the recording;
- (ii) A brief legal description and the street address of such Lot or Townhouse Site against which such memorandum of lien is filed;
- (iii) The total amount claimed to be due on the lien for the amount of the delinquency, late payment fees, interest thereon, costs of collection and attorney's fees.
- (iv) A statement that the memorandum of lien is filed by the Association pursuant of Article VI of the Declaration;
- (v) A statement that a lien is claimed against said Lot or Townhouse Site in the amount equal to the amount therein stated. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the judicial foreclosure of a judgment lien, mortgage or deed of trust as set forth by the laws of the Commonwealth of Virginia, as the same may be modified or amended. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Members. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any such Lot or Townhouse Site. In the event such foreclosure is by action in court, actual attorney's fees incurred, court costs, title search fees, interests and all other costs and expenses shall be allowed. Each Owner, by becoming an Owner of any Lot or Townhouse Site expressly consents, and waives any objection, to the notice, enforcement and foreclosure of this lien in the manner above provided.

SECTION 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (1) all Property dedicated to and accepted by a local public authority and (2) the Common Areas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

SECTION 10. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Townhouse Sites, and may be collected as often as monthly.

**ARTICLE VII
USE RESTRICTIONS**

SECTION 1. Permitted Uses. Each Lot or Townhouse Site shall be used exclusively for residential purposes. With the exception of accessory uses and structures noted herein, only one detached, single family dwelling (hereinafter collectively referred to as "Dwelling" and severally as "Dwellings"), with an attached private garage for the exclusive use of the occupants, shall be constructed on any single Lot, and an attached, single-family dwelling (or unit) of party wall or townhouse-type construction (hereinafter collectively referred to as "Townhouse" or severally as "Townhouses") shall be constructed on any Townhouse Site. No temporary building, trailer, tent or other structure of any kind shall be used at any time for a residence on any Lot or Townhouse Site. No Dwelling or Townhouse may exceed two and one-half stories. Single story Townhouses are not permitted. Townhouses must be of all-brick exterior construction. The ground floor heated living area, exclusive of open porches, decks, garages, and "bonus rooms" over garages shall be not less than 2,000 square feet for anyone story Dwelling and not less than 1,300 square feet for any two story Dwelling. The second floor of any two story Dwelling will be not less than 1,000 square feet. Townhouses shall be not less than 600 square feet on either the first or second floor. These calculations will be based on exterior dimensions.

SECTION 2. Building Setback Requirements/Yard Size. No portion of any Dwelling or Townhouse, excluding eaves, steps, open porches, decks and patios, shall be located, erected, or maintained nearer than twenty (20) feet to the street right-of-way (front Lot line). No Dwelling shall have a side yard of less than six feet on either side and collectively not less than twenty (20%) percent of the total width of that Lot. No portion of any Dwelling shall be located on any non-lakefront Lot nearer than ten (10) feet to any rear Lot line and thirty (30) feet on lakefront Lots and Townhouse sites. The rear Lot line shall be defined as that shown on the "Corrected Subdivision of Plantation Lakes" dated September 13, 1984 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 78, at pages 8, 8A, and 8B. This Lot line is indicated by "corner pins" found on each Lot and Townhouse site. "Lakefront" is herewith defined as any Lot or Townhouse Site within the perimeter of the street known as "Plantation Lakes Circle", whether or not such property actually contains actual lake frontage.

SECTION 3. Lot Re-subdivision. No Lot or Townhouse Site shall be re-subdivided.

SECTION 4. Architectural Review.

A. General Powers. Except as provided herein, the Board of Directors of Plantation Lakes Homeowners Association reserves the right to review and approve plans and specifications for any exterior structural alteration or Site improvement to any Lot, Dwelling, Townhouse Site or Townhouse prior to construction. The Board may refuse to approve any such plans and specifications, in order to preserve the aesthetics and property values of the subdivision of which the Lots and Townhouses are a part. Furthermore, the board reserves the right to delegate architectural review, approval, and/or enforcement powers to an individual, committee, or other entity.

B. Notification Procedures. The Plantation Lakes Board of Directors may adopt and publish from time to time architectural standards for various home improvement projects (PLHA Pre-approved Construction Plans). Except where otherwise specified, any prospective project which duplicates these standards (or any subsequently approved plans and specifications) is granted automatic approval without formal architectural review. Exceptions to this policy are designated as requiring architectural review by the Architectural Review Committee and/or the Board of Directors. All other projects, including those categories of home improvements which always require architectural review must be submitted for approval to the Board of Directors via the Architectural Review Committee. Petitioners who are required to submit plans for architectural review will normally receive an initial acknowledgment within two (2) weeks followed by a formal written communication within thirty (30) days reporting the disposition of said plans. In the absence of a response from the Board or its designee within thirty (30) days of submitting any such plan or proposal, it will be the responsibility of the Petitioner to establish contact with the President of the Board by certified mail. In the event that the Board or its designee fails to acknowledge any such plans and specifications within sixty (60) days after receipt of a written request, such approval shall not be required, except that such failure to approve or disapprove shall not be deemed or construed as granting permission to erect any structure expressly prohibited herein.

C. Responsibilities. The Board of Directors will maintain and publish from time to time the location of a file of previously approved plans and designs, the PLHA Pre-approved Construction Plans File. This file will normally be maintained in a public place to provide convenient access to Plantation Lakes residents. It is the responsibility of the resident homeowner/petitioner to verify that any proposed project conforms to existing or previously approved Plantation Lakes standards, either published or unpublished. All plans requiring architectural review

shall include at a minimum a project design sketch, drawing, or scale rendering with construction specifications as well as a copy of the physical survey of the property showing placement of the structure(s). The Architectural Review Committee and Board of Directors of Plantation Lakes make no judgment concerning the fitness or suitability of any plans or specifications, nor liability for same as a result of reviewing or approving any plans, designs, or specifications.

D. Appeal Procedures. Rejected plans may be appealed at the Petitioner's option directly to the Board of Directors or to an Ad Hoc arbitration panel consisting of three (3) resident members of Plantation Lakes Homeowners Association who are mutually agreeable to the Board and the Petitioner. The decision of any such arbitration panel will be considered binding by both the Petitioner and the Board.

SECTION 5. Fences, Bulkheads, and Piers.

A. Fences. Fencing plans of any pre-approved design (see PLHA Pre-approved Construction Plans File) and the conditions herein do not require architectural review. All other fencing plans (natural hedges excepted) must be submitted with an illustration of the fence design and the location of the fence illustrated on a physical survey map of the property.

1. Frontage. No fence shall be constructed closer to the street than the front foundation line of any Dwelling or Townhouse structure. Fences shall not extend beyond the crest of the lake embankment of any Townhouse Site in order to maintain the right-of-way for residents of interior units. The crest of the lake embankment coincides with and is hereafter defined as the original rear lot line established on Lakefront Lots and Townhouse Sites illustrated on the survey shown on the "Corrected Subdivision of Plantation Lakes" referred to in Section 2. Fencing may be extended to the full extent of lakefront Lots except that no fence shall extend into the lake.

2. Lakefront Dwellings. Only wooden fencing of round rail or split rail construction (Enclosure 1) is approved for lakefront Lots, the height not to exceed forty eight (48) inches. Rust-resistant fencing fabric (i.e., galvanized or plastic coated wire) may be incorporated into the fence provided it does not exceed the height of the top rail and is replaced when deterioration from rust or corrosion develops.

3. Lakefront Townhouses. Either wooden round rail, split rail, or wooden privacy fencing of a type approved by the Board of Directors

(Enclosure 1) is permitted. Privacy fencing may extend to a maximum height of six (6) feet directly adjacent to deck areas, then tapering to a uniform height not to exceed forty-eight (48) inches.

4. Non-lakefront Dwellings and Townhouses. Wooden privacy fencing or rail fencing as illustrated in the PLHA Pre-approved Construction Plans File is approved without architectural review. All other fencing designs must be submitted for architectural review.

5. Pool Enclosures. All fencing designs for lakefront pool enclosures must be submitted for architectural review. Above ground pools on non-lakefront Lots will be enclosed by a six (6) foot privacy fence in order to minimize the visual impact. See also Section 17 for additional pool restrictions.

6. Metal Fencing. Chain link fencing is prohibited. Except as noted above, fences constructed of welded wire or similar metal fences are also prohibited.

B. Bulkheads. All bulkheads and erosion control structures in place as of October 1, 1993 are hereby approved. Bulkhead construction shall be guided by the following criteria:

- New, pressure treated lumber CCA-treated to at least .40 or equivalent;
- Vertical pilings uniformly spaced no more than eight (8) feet on center and at least two (2) feet in earth;
- Hot dip galvanized hardware;
- Except for terracing, the natural slope of the lake embankment shall not be altered except for feathering of fill dirt to meet the existing grade. The maximum height of bulkheads will not exceed an elevation indicated by reference markers on each lakefront common lot, which is two (2) feet above the top of the outflow pipe located between Lots 105 and 106 on the large lake. Bulkhead plans which comply with previously approved engineering principles and specifications (PLHA Pre-approved Construction Plans File) are approved without architectural review; all other designs must be submitted for formal architectural review.

C. Piers, Docks, Lakefront Decks and Boat Ramps. Lake piers, docks, boardwalks, lakefront decks and similar structures constructed of pressure treated lumber and galvanized hardware matching any PLHA-approved-design are approved without architectural review provided they do not extend beyond the existing "impoundment easement" (rear property limit) within the lake

and are permanently and rigidly affixed to pilings or support. Any such structure may be extended in width to the maximum extent permitted by Lot or Townhouse Site dimensions. Floating piers and rafts are not permitted. No floor or walkway of any lakefront pier, dock, boardwalk, or deck may extend above the elevation defined by the crest of the lake embankment as previously defined above. Boat ramps and winches may be constructed subject to architectural review.

SECTION 6. Nuisance. No obnoxious or offensive activity shall be conducted or permitted on any of the Lots, Townhouse Sites or Common Areas, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Operation of machinery and equipment shall be limited to those operations necessary for normal maintenance of that private residence. Any such machinery or power equipment so used shall be stored within a garage or approved shed.

SECTION 7. Boat and Vehicle Storage.

A. Boat, Trailer, and Recreational Vehicle (RV) Storage. Only paddle boats, wind powered sailing craft, canoes, rowboats, or similar watercraft under twenty (20) feet in length, including those which are powered by electric trolling motors, are permitted to be operated and stored on the lakes or near the water's edge. Operation of jet skis and gasoline or similarly fueled boats of any size or purpose is prohibited. Storage of all other watercraft, trailers of any type or purpose, RV's of various sizes and configurations must be stored within a garage or enclosed by an approved privacy fence behind the front foundation line of the Dwelling. Temporary storage permits for a specific period of time may be granted by the Board of Directors.

B. Motor Vehicle Parking. All motor vehicles stored or parked outside a garage must possess a current registration and inspection and be in drivable condition. Motor vehicle parking is restricted to paved areas only. Parking or storage of commercial vehicles shall be regulated by City of Chesapeake zoning ordinance. Any rear yard used for commercial vehicle storage must be enclosed by a six (6) foot privacy fence or other approved structure, except that no motor vehicle of any kind may be parked on any rear yard of lake front lots or Townhouse Sites.

SECTION 8. Pets. Only customary household pets may be kept on any Lot or Townhouse Site. Pet owners shall comply with all applicable City of Chesapeake statutes and regulations. No animals may be maintained for commercial breeding purposes. Pet ownership will also be regulated by Section 6

(Nuisance). Animal enclosures must conform to fencing construction standards applicable for lakefront and non-lakefront Lots and Townhouse Sites.

SECTION 9. Signs. Only a single flat real estate sale or rental sign shall be displayed on any Lot or Townhouse Site, provided that its total area does not exceed six (6) square feet.

SECTION 10. Utility Service. All electrical, telephone and other utility services to the Lots and Townhouse Sites shall be provided by underground service.

SECTION 11. Crawl Space. All Dwellings and Townhouses constructed after the adoption date of this amendment shall have a crawl space with brick skirting between the ground floor and the supporting foundation.

SECTION 12. Antennae/Communication Devices. No communication antenna or satellite dish, or similar device shall be attached to or erected on any Lot or Townhouse Site after the adoption date of this document. No communications device or transmitting equipment shall be operated on any Lot or Townhouse Site, nor within any Dwelling or Townhouse such that it will in any manner interfere with standard electronic equipment, radio or television reception used in other Dwelling or Townhouses.

SECTION 13. Statues and Monuments. In addition to the displaying of the street number and name of the resident, any Lot or Townhouse Site may display flags, banners and seasonal displays provided they are maintained or displayed in a customary and respectful manner and promptly removed at the conclusion of the season. Requests to display a single statue, monument, bric-a-brac item or other symbol in the front yard (or rear yard of lake front property) must be approved by the Board of Directors, provided the item does not exceed three (3) feet in height and is located within fifteen (15) feet of the foundation or crawl space of the Dwelling or Townhouse.

SECTION 14. Clotheslines. Clothing and other fabrics may not be displayed or hung on any lakefront Lot or Townhouse Site unless such items are hung on a retractable or collapsible clothes hanging device which is removed from view when not in use and at sunset.

SECTION 15. Trash Containers and Refuse. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot or Townhouse Site except during the course of construction. No construction materials, refuse, trash or yard waste may be disposed of in the lake. Bulk

firewood shall be neatly stacked behind the front foundation line on any Dwelling Lot or Townhouse Site. Trash, garbage, and refuse including bulk mulch or compost material must be stored or otherwise contained in a covered container or bags behind a privacy fence, lattice structure or natural vegetation in such a manner as to minimize its visual impact from the adjacent street and property. If stored outside, such containers must be stored behind the midpoint of any Dwelling. Trash container and other refuse saved for collection shall be displayed on the street only for the minimum time necessary for collection in accordance with City of Chesapeake ordinances.

SECTION 16. Maintenance and Repair. No building or structure shall be permitted to fall into disrepair, and such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(SENTENCE NO. 2 OF ARTICLE VII, SECTION 16 AMENDED OCTOBER 9, 2000 IN DEED BOOK 4257 AT PAGE 395): "Each individual Townhouse unit shall be painted the same color and shall be roofed in the same color as contiguous units within the same structure to maintain a uniform appearance."

Any required repairs will be completed in a timely fashion, normally within 60 days. Lawns, shrubbery, and other landscaping will be continuously groomed and maintained throughout the growing season to prevent an unkempt appearance to the property, with grass height not to exceed six (6) inches. Owners of lake front Lots and Townhouse Sites must mow or otherwise maintain landscaping on their lake embankment to within two (2) feet of the water's edge. Vegetable gardens must be maintained behind the front foundation line of any Dwelling or Townhouse Site.

SECTION 17. Accessory Building Limitations. All accessory buildings on any Lot or Townhouse Site must be situated behind the rear foundation line and between the imaginary lines which are tangential to any Dwelling or Townhouse at its widest point and parallel to the side lot line, except for non-lakefront Lots enclosed by a privacy fence. No Dwelling or Townhouse, combined with accessory buildings, uses, and other structures may occupy more than thirty five (35%) percent of the total area of any Lot or Townhouse Site per Chesapeake ordinance.

A. Pools. In-ground pools which comply with City of Chesapeake and other governing codes are permitted in rear yards on all Lots without architectural review. See Section 5 for pool fencing requirements. All in-ground pools must have a concrete apron at least three (3) feet wide surrounding the perimeter of the pool. Above-ground structures associated with any in-ground pool (diving boards, slides, etc.) exceeding forty-two (42) inches in height are

subject to architectural review prior to installation. Above-ground pools are restricted to non-lakefront Lots only. Wading pools up to two (2) feet in height are permitted without architectural review provided they are disassembled and stored after the conclusion of the summer season.

B. Attached Decks, Sunshades, and Enclosures. Extension or modification of existing decks is permitted without architectural review provided that such construction is in accordance with City of Chesapeake building codes and zoning ordinances. Commercially fabricated, ready-made sunshades and awnings, both retractable and fixed, may be attached to the rear of any Dwellings and Townhouses without architectural review. Glassed deck enclosures ("sunrooms") are permitted for Dwellings and Townhouses subject to architectural review. Other deck enclosures, including all-weather conversions and similar additions, are permitted for Dwelling subject to architectural review.

C. Shed and Detached Structures. Detached storage sheds constructed of painted or stained wood, vinyl, or brick construction with shingled roofs and do not exceed 10 feet by 12 feet by 9 feet in overall height may be constructed behind the rear foundation line of any non-lakefront Dwelling without architectural review. Only a shed which are directly attached to Dwellings are permitted on lakefront Lots and Townhouse Sites subject to architectural review on a case-by-case basis. Color must coordinate with existing house and/or trim colors. Detached garages (on non-lakefront Lots only), gazebos and other freestanding roofed structures are permitted subject to architectural review. A single dog house with interior dimensions not to exceed nine (9) cubic feet is permitted without architectural review on all Lots. However, any such structure must be located within fifteen (15) feet of the rear foundation of any lakefront Dwelling or Townhouse.

D. Recreational and Play Equipment. Swing sets and ground level playhouses which are commercially designed or built for residential use do not require architectural review. Architectural review will be required for above-ground playhouses. Sandboxes not exceeding 8 feet by 8 feet by 1 foot in height are permitted without architectural review. Permanent, fixed barbecue structures do not require architectural review, but must meet all applicable codes and standards. Basketball goals, either affixed to the Dwelling or mounted on a detached pole, are approved without architectural review provided they are maintained in a customary state of function, aesthetics and good repair.

SECTION 18. Invalidation. Invalidation of any one of the aforesaid easements, restrictions, covenants, conditions or reservations, by statute, ordinance

or court order shall in no way affect any other provision of this Declaration, which provisions shall continue to remain in full force and effect.

SECTION 19. Waiver of Requirements. The Board of Directors reserves unto itself the right to assign, release or waive on a case-by-case basis the requirements of any of the easements, restrictions, covenants, conditions and reservations contained in Article VII herein for any Lot or Townhouse Site Owner, provided that any such action protects the rights of adjacent property owners and the community as a whole. Any such action requires an appropriate written instrument executed solely by the Board and duly recorded in the Clerk's Office wherein instruments affecting the Lots and Townhouse Sites are then recorded.

SECTION 20. Enforcement. The aforesaid easements, restrictions, covenants, conditions and reservations may be enforced by proceedings at law or in equity, either by the Association or the Owners of any Lot or Townhouse Site, against any person or persons violating or attempting to violate any of said easements, restrictions, covenants conditions or reservations, whether to enjoin violation and/or to recover damages therefor. The Plantation Lakes Homeowners Association reserves the right to recover all legal expenses incurred in the enforcement of these covenants, including but not limited to attorneys' fees, filing fees, and court costs. Fines may be established and levied by the Board of Directors in accordance with the Virginia Property Owners Association Act for violations of these provisions. Any such action will only be taken after serving residents with due legal process including formal written notification.

ARTICLE VIII PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Townhouse Site and placed on the dividing line between Townhouse Sites shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, is proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall

contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes, or allows, the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribute Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

ARTICLE IX EASEMENTS

The Declarant and/ or the Association reserve the right to grant easements over, along, under and through the Common Area to the City of Chesapeake or to any utility company for drainage or utility purposes. In addition, a five-foot easement (unless a greater width is noted) along and adjacent to all side and rear lines of all Lots, and side and rear lines of blocks or parcels in which Townhouse Sites are situated, is hereby reserved by the Declarant for the installation and/ or maintenance of utilities and drainage facilities.

ARTICLE X GENERAL PROVISIONS

SECTION 1. Enforcement. The Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of anyone of these covenants or restrictions by statute, ordinance or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

SECTION 3. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or by the Owner of any of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years each. The covenants and restrictions of this Declaration maybe amended or revoked during the first thirty (30) year period by an instrument ratified by the Board of Directors and with the concurrence of seventy-five (75%) percent of the voting eligible Members, and thereafter by an instrument ratified by the Board of Directors and with the concurrence of sixty (60%) percent of the voting eligible Members. A majority vote of the Board of Directors shall be necessary for ratification. Concurrence of the eligible voting members may be determined either by mail, petition, or formal vote taken at a regular or special meeting of the Association. Any such amendment or revocation must be recorded in the appropriate land records wherein deeds affecting the Property are then recorded.

SECTION 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Dedication of any Common Area to a public authority; Amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

SECTION 5. Management. The Board of Directors of the Association shall have the responsibility of implementing maintenance and other functions of the Association.

SECTION 6. Assignment of Rights. The Association shall have the right to assign anyone or more of the rights granted it hereunder as to any portion of the Property, or the Common Area; provided, however, that as long as there is a Class B membership, such assignment will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, PLANTATION LAKES COMPANY has caused this Declaration to be signed in its name and behalf by its proper officers, thereunto duly authorized, this 24th day of October, 1984.

BK08440PG231

PLANTATION LAKES COMPANY By: John L Cote (President) ATTEST: A.
Russell Kirk (Secretary)

STATE OF VIRGINIA AT LARGE

I, Ann G. Shinnars, a Notary Public in and for the City and State aforesaid, certify that John L. Cote and A. Russell Kirk, President and Secretary, respectively, of PLANTATION LAKES COMPANY, a Virginia corporation, whose names as such are signed to the foregoing instrument bearing date on the 24th day of October, 1984, have acknowledged the same before me.

GIVE(N) under my hand this 24th day of October, 1984. Notary Public
My commission expires: January 29, 1985

APPENDIX

The following portions of the Declaration have been superseded by amendments and are no longer valid. They are included in this package for reference only and have no legal bearing at present.

FIRST EDITION OF ARTICLE VII (ORIGINAL DECLARATION, 1984)

SECTION 1. Each Lot or Townhouse Site shall be used exclusively for residential purposes, and no building or other structure shall be erected, altered, placed or permitted to remain thereon other than one detached single-family dwelling (hereinafter collectively referred to as "Dwellings" and severally as "Dwellings") not to exceed two and one-half (2-1/2) stories in height on any Lot, and an attached single-family dwelling of party-wall or townhouse type construction (hereinafter collectively referred to as "Townhouse" or severally as "Townhouses"), not to exceed three stories on any Townhouse Site, and an attached private garage for the exclusive use of the occupants of such Dwelling or Townhouse. The ground floor inside heated living area of anyone-story Dwelling, exclusive of open porches, decks and garages, shall not be less than 2,000 square feet. The ground floor inside heated living area of any two or more story Dwelling, exclusive of open porches, decks and garages, shall not be less than 1,300 square feet and the second floor inside heated living area shall not be less than 1,000 square feet. The ground floor inside heated area of anyone story Townhouse, exclusive of open porches, decks and garage, shall not be less than 800 square feet. The ground floor inside heated area of any two or more story Townhouse, exclusive of open porches, decks and garages, shall not be less than 500 square feet, and the second floor inside heated living area shall not be less than 600 square feet.

SECTION 2. No Dwelling or Townhouse, or any part thereof, shall be located, erected or maintained on any Lot or Townhouse Site nearer than twenty (20) feet to any street right-of-way line on which such Lot or Townhouse Site fronts, except that in the case of comer Lots, a Dwelling may be erected on such comer Lot in such a manner as to face either of the streets on which a comer Lot abuts. The Dwelling on a comer Lot may also be erected in order to face the intersection of said abutting streets, in which event, no portion of the Dwelling shall be erected on any corner Lot nearer than twenty (20) feet to either street right-of-way line. No Dwelling or Townhouse shall be located on any Lot or Townhouse Site nearer than ten (10) feet to any rear Lot line nor, in the case of Lots only, nearer than ten (10) feet to any side Lot line. For the purposes of this paragraph, eaves, steps, open porches, decks and patios shall not be considered as a

part of a Dwelling or Townhouse. Where, in the sole discretion of Declarant, a Lot or Townhouse Site is of such configuration as to render the strict application of the restrictions set forth in this Section 2 unreasonable or impracticable, Declarant may, in its sole discretion, modify said restrictions with respect to such Lot or Townhouse Site by an appropriate written instrument executed solely by Declarant (without the requirement of notice to, or the joinder in the execution thereof by, any other Lot or Townhouse Site owners) duly recorded in the Clerk's Office wherein instruments affecting the Lots or Townhouse Sites are then recorded.

SECTION 3. No Lot or Townhouse Site shall be re-subdivided without the prior written consent of Declarant.

SECTION 4. No Dwelling, Townhouse, fence, sign, wall, bulkhead or other structure or site improvements, shall be commenced, erected, placed or maintained on any Lot or Townhouse Site, nor shall any addition, change or alteration be made thereto, nor any change in the present grading of any Lot or Townhouse Site be made, unless and until the plans and specifications therefor have been submitted to, and approved in writing by, Declarant. Declarant may, in its sole and absolute discretion, refuse to approve such plans and specifications for any reason, including purely aesthetic grounds relating to an attempt to preserve the subdivision of which the Lots and Townhouses are a part as a residential community which is uniform in architectural design. Declarant reserves the right to delegate such approval and related implementation and enforcement rights to an individual, committee, association or other entity, in the event Declarant, its designee or their respective successors or assigns fails to approve or disapprove any such plans and specifications within sixty (60) days after the receipt thereof by Declarant, accompanied by written request for approval, such approval shall not be required, but no such failure to approve or disapprove shall be deemed to permit the erection of any structure expressly prohibited hereunder.

SECTION 5. No fence or wall of any height shall be constructed on any Lot or Townhouse Site until after the height, type, design and approximate location therefor shall have been approved in writing by Declarant or its designee for such purpose. No fence or wall shall be erected or placed on any Lot or Townhouse Site closer to the front Lot line than the rear line of the Dwelling or Townhouse constructed thereon. Only wooden split rail or wooden round rail fences, not to exceed 6 feet in height, shall be approved for or permitted to be constructed upon any Lot. Only wooden privacy fences, not to exceed six (6) feet in height, shall be approved for or permitted to be constructed upon or along the side lines of any Townhouse Site, and only wooden split rail or wooden round rail fences, not to exceed three 42 inches in height, shall be approved for or permitted to be constructed upon or along the rear line of any Townhouse Site. No chain link or

other metal fence shall be erected or placed on any Lot or Townhouse Site at any time. No dock or boat ramp shall be erected or maintained on any Lot or Townhouse Site such that it extends into the water of any lake or pond within or adjacent to such Lot or Townhouse Site.

SECTION 6. No obnoxious or offensive activity shall be conducted or permitted on any of the Lots or Townhouse Sites, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced on any Lot or Townhouse Site or in any Dwelling or Townhouse located thereon.

SECTION 7. No structure, trailer, tent, shack, barn, garage, or other outbuildings shall be used on any Lot or Townhouse Site at any time as a residence, either temporarily or permanently. No motor vehicles (other than that of a private passenger type), boat, boat trailer, house trailer, trailer, or any similar items shall be stored or parked in, upon or adjacent to any Lot or Townhouse Site unless the same is stored in a garage or other approved enclosure such that it is to be entirely hidden from the view of the adjacent and adjoining Lot or Townhouse Site.

SECTION 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Townhouse Site with the exception of dogs, cats and/ or other customary household pets, not in excess of two, provided they are not kept, bred or maintained for commercial purposes.

SECTION 9. No sign of any kind shall be displayed to the public view on any Lot or Townhouse Site with the exception of one professional real estate sign not more than six (6) square feet, advertising a Lot or Townhouse Site, and the Dwelling or Townhouse constructed thereon, for sale or rent. All other signs must be submitted for approval as provided above.

SECTION 10. All electrical, telephone and other utility services to the Lots or Townhouse Sites shall be provided by underground service.

SECTION 11. All Dwellings shall have a crawl space between the ground floor and the supporting foundation.

SECTION 12. No antenna or communication device shall be constructed on the exterior surface of a Dwelling or Townhouse or other structure, and no transmitting equipment or communication equipment shall be operated from any Lot, Townhouse Site, Dwelling or Townhouse that will in any manner interfere

with standard electronic equipment, radio or television reception used in other Dwellings or Townhouses.

SECTION 13. No statues, monuments, bric-a-brac or symbols, other than the street number of a Dwelling or Townhouse and name of the resident, may be displayed from that portion of the Lot, Townhouse Site, Dwelling, or Townhouse observable from the adjoining street, without the prior written consent of Declarant.

SECTION 14. No clothing or other household fabrics shall be hung in the open on any Lot or Townhouse Site unless the same are hung from a retractable umbrella, or other retractable clothes hanging device, which is removed from view when not in use, and unless the same is enclosed by an approved fence or other approved enclosure at least six (6) inches higher than such hanging articles. No machinery or equipment shall be placed or operated upon any Lot or Townhouse Site except such machinery or equipment as is usual in the maintenance of a private residence.

SECTION 15. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot or Townhouse Site except building materials stored on a Lot or Townhouse Site during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and reoccurring basis, containers may be placed in the open, on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. Declarant, its successors or assigns, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the-same on the Lots or Townhouse Sites. No lumber, metals, bulk materials, refuse or trash shall be disposed of in the lake area, but must be carried away from the site at the individual Owner's expense.

SECTION 16. Invalidation of anyone of the aforesaid easements, restrictions, covenants, conditions or reservations, by statute, ordinance or court order shall in no wise affect any other provision of this Declaration, which provisions shall continue to remain in full force and effect.

SECTION 17. Declarant reserved unto itself the right to assign, alter, release, or waive the requirements of any of the easements, restrictions, covenants, conditions and reservations contained herein by an appropriate written instrument

executed solely by Declarant (without notice to, or the requirement of the joinder in the execution thereof by, any other Lot or Townhouse Site Owners), duly recorded in the Clerk's Office wherein instruments affecting the Lots and Townhouse Sites are then recorded.

SECTION 18. The aforesaid easements, restrictions, covenants, conditions and reservations may be enforced by proceedings at law or in equity, either by Declarant (whether or not at the time of such enforcement Declarant owns any of the Lots or Townhouse Sites), the Association, or the Owners of any Lot or Townhouse Site, against any person or persons violating or attempting to violate any of said easements, restrictions, covenants, conditions or reservations, whether to enjoin violation and/ or to recover damages therefor.

AMENDED ARTICLE VII (1988):

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THE PLANTATION LAKES HOMEOWNERS ASSOCIATION

THIS AMENDMENT is made this 9th day of May, 1988, by the Plantation Lakes Company, a Virginia corporation ("Declarant");

WHEREAS, Declarant has recorded the Declaration of Covenants, Conditions, Restrictions, and Easements of the Plantation Lakes Homeowners Association (the "Declaration") in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 2075, at page 561; and

WHEREAS, Article VII, Section 17 permits the Declarant to alter the terms of the easements, restriction, covenants, conditions and reservations contained in the Declaration without the approval or joinder of any other party; and

WHEREAS, the Declarant now desires to amend the Declaration pursuant to Article VII, Section 17;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms of Article VII, Sections 4 (with the exception of "Dwelling or Townhouse"), 5, 9, 13 and 15 of the Declaration, the Declarant hereby delegates the right to approve the plans and specifications referred to therein to the Architectural Committee of the

Plantation Lakes Homeowners Association (the " Architectural Committee") unless and until such delegation is revoked by Declarant.

2. After the last sentence in Article VII, Section 4 of the Declaration shall be added the following:

"All the bulkheads constructed for the purpose of erosion control and which are in place as of April 27, 1988, are hereby approved. However, no expansion or modification of such bulkheads may be effected unless plans and specifications are submitted and approved pursuant to the procedures set forth herein. The Architectural Committee may adopt pre-approved standards and specifications for bulk heading."

3. The second sentence of Article VII, Section 5 is hereby amended to read as follows: "No fence or wall shall be erected or placed on any Lot or Townhouse site closer to the front Lot line than the midpoint of the side of the Dwelling or Townhouse."

4. The third sentence of Article VII, Section 5 is hereby amended to read as follows: "Only wooden split rail or wooden round rail fences, not to exceed three (3) feet in height, shall be approved for or permitted to be constructed upon any waterfront Lot."

5. Immediately following the third sentence of Article VII, Section 5, the following shall be added:

"In addition to the aforementioned three (3) foot wooden rail fences, wooden privacy fences, not to exceed six (6) feet in height may be constructed upon any Lot which is not a waterfront Lot. The Architectural Committee may adopt standard design, placement, color and material specifications for all fences."

IN WITNESS WHEREAS, this Amendment is executed as of the date first written above.

PLANTATION LAKES COMPANY
a Virginia corporation BY: John L. Cote (President)

COMMONWEALTH OF VIRGINIA AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Chesapeake, Virginia, this 9th day of May, 1988, by John L. Cote, President of Plantation Lakes Company, a Virginia corporation, on its behalf.

Ann G. Shinnors (Notary Public) My Commission Expires: 1/15/89

ARTICLE X, Section 3 (ORIGINAL DECLARATION DOCUMENT):

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or by the Owner of any of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. The covenants and restrictions of this Declaration may be amended or revoked during the first thirty (30) year period by an instrument signed by Members entitled to cast at least seventy-five percent (75%) of the votes in each class of membership, and thereafter by an instrument signed by Members entitled to cast at least sixty percent (60%) of the votes in each class of membership. Any such amendment or revocation must be recorded in the appropriate land record wherein deeds affecting the Property are then recorded.

THE PLANTATION LAKES HOMEOWNERS ASSOCIATION

By: Carl G. Ballard, President

COMMONWEALTH OF VIRGINIA

CITY OF Virginia Beach, to-wit

Acknowledged before me, the undersigned Notary Public, by Carl G. Ballard, President of The Plantation Lakes Homeowners Association on the 17th day of July, 2011 who hereby certifies that the forgoing is a restatement of the Original Declaration as amended from time to time since the Association's inception and does not contain any additional amendments to the Original Declaration or amendments thereto.

Beverly B Mallard
Notary Public

Notary Expiration Date: 9/30/2014

Notary Registration No.: 317456

Beverly B Mallard, Notary Public
Commonwealth of Virginia
Registration #317456
My Commission Expires 9/30/14

EXHIBIT A

Control No.	Property Address
<u>0291001000010</u>	1100 PLANTATION LAKES CIR
<u>0291001000020</u>	1102 PLANTATION LAKES CIR
<u>0291001000030</u>	1104 PLANTATION LAKES CIR
<u>0291001000040</u>	1106 PLANTATION LAKES CIR
<u>0291001001320</u>	1107 PLANTATION LAKES CIR
<u>0291001000050</u>	1108 PLANTATION LAKES CIR
<u>0291001001310</u>	1109 PLANTATION LAKES CIR
<u>0291001000060</u>	1110 PLANTATION LAKES CIR
<u>0291001001300</u>	1111 PLANTATION LAKES CIR
<u>0291001000070</u>	1112 PLANTATION LAKES CIR
<u>0291001001290</u>	1113 PLANTATION LAKES CIR
<u>0291001000080</u>	1114 PLANTATION LAKES CIR
<u>0291001001280</u>	1115 PLANTATION LAKES CIR
<u>0291001000090</u>	1116 PLANTATION LAKES CIR
<u>0291001001270</u>	1117 PLANTATION LAKES CIR
<u>0291001000100</u>	1118 PLANTATION LAKES CIR
<u>0291001001260</u>	1119 PLANTATION LAKES CIR
<u>0291001000110</u>	1120 PLANTATION LAKES CIR
<u>0291001001250</u>	1121 PLANTATION LAKES CIR
<u>0291001000120</u>	1122 PLANTATION LAKES CIR
<u>0291001001240</u>	1123 PLANTATION LAKES CIR
<u>0291001000130</u>	1124 PLANTATION LAKES CIR
<u>0291001001230</u>	1125 PLANTATION LAKES CIR
<u>0291001000140</u>	1126 PLANTATION LAKES CIR
<u>0291001001220</u>	1127 PLANTATION LAKES CIR
<u>0291001000150</u>	1128 PLANTATION LAKES CIR
<u>0291001001210</u>	1129 PLANTATION LAKES CIR
<u>0291001000160</u>	1130 PLANTATION LAKES CIR
<u>0291001001200</u>	1131 PLANTATION LAKES CIR
<u>0291001000170</u>	1132 PLANTATION LAKES CIR
<u>0291001000180</u>	1134 PLANTATION LAKES CIR
<u>0291001000190</u>	1136 PLANTATION LAKES CIR
<u>0291001000200</u>	1200 PLANTATION LAKES CIR
<u>0291002000010</u>	1201 PLANTATION LAKES CIR

Control No.	Property Address
<u>0291001000210</u>	1202 PLANTATION LAKES CIR
<u>0291001000220</u>	1204 PLANTATION LAKES CIR

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Control No.	Property Address
<u>0291001001190</u>	1205 PLANTATION LAKES CIR
<u>0291001000230</u>	1206 PLANTATION LAKES CIR
<u>0291001001180</u>	1207 PLANTATION LAKES CIR
<u>0291001000240</u>	1208 PLANTATION LAKES CIR
<u>0291001001170</u>	1209 PLANTATION LAKES CIR
<u>0291001000250</u>	1210 PLANTATION LAKES CIR
<u>0291001001160</u>	1211 PLANTATION LAKES CIR
<u>0291001000260</u>	1212 PLANTATION LAKES CIR
<u>0291001001150</u>	1213 PLANTATION LAKES CIR
<u>0291001000270</u>	1214 PLANTATION LAKES CIR
<u>0291001001140</u>	1215 PLANTATION LAKES CIR
<u>0291001000280</u>	1216 PLANTATION LAKES CIR
<u>0291001001130</u>	1217 PLANTATION LAKES CIR
<u>0291001000290</u>	1218 PLANTATION LAKES CIR
<u>0291001001120</u>	1219 PLANTATION LAKES CIR
<u>0291001000300</u>	1220 PLANTATION LAKES CIR
<u>0291001001110</u>	1221 PLANTATION LAKES CIR
<u>0291001000310</u>	1222 PLANTATION LAKES CIR
<u>0291001001100</u>	1223 PLANTATION LAKES CIR
<u>0291001000320</u>	1224 PLANTATION LAKES CIR
<u>0291001001090</u>	1225 PLANTATION LAKES CIR
<u>0291001000330</u>	1226 PLANTATION LAKES CIR
<u>0291001001080</u>	1227 PLANTATION LAKES CIR
<u>0291001000340</u>	1228 PLANTATION LAKES CIR
<u>0291001001070</u>	1229 PLANTATION LAKES CIR
<u>0291001000350</u>	1230 PLANTATION LAKES CIR
<u>0291001000360</u>	1232 PLANTATION LAKES CIR
<u>0291001000370</u>	1300 PLANTATION LAKES CIR
<u>0291001001060</u>	1301 PLANTATION LAKES CIR
<u>0291001000380</u>	1302 PLANTATION LAKES CIR
<u>0291001001050</u>	1303 PLANTATION LAKES CIR
<u>0291001000390</u>	1304 PLANTATION LAKES CIR
<u>0291001001040</u>	1305 PLANTATION LAKES CIR
<u>0291001000400</u>	1306 PLANTATION LAKES CIR
<u>0291001001030</u>	1307 PLANTATION LAKES CIR
<u>0291001000410</u>	1308 PLANTATION LAKES CIR
<u>0291001001020</u>	1309 PLANTATION LAKES CIR
<u>0291001000420</u>	1310 PLANTATION LAKES CIR
<u>0291001001010</u>	1311 PLANTATION LAKES CIR
<u>0291001000430</u>	1312 PLANTATION LAKES CIR
<u>0291001001000</u>	1313 PLANTATION LAKES CIR

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Control No.	Property Address
<u>0291001000440</u>	1314 PLANTATION LAKES CIR
<u>0291001000990</u>	1315 PLANTATION LAKES CIR
<u>0291001000450</u>	1316 PLANTATION LAKES CIR
<u>0291001000980</u>	1317 PLANTATION LAKES CIR
<u>0291001000460</u>	1318 PLANTATION LAKES CIR
<u>0291001000470</u>	1320 PLANTATION LAKES CIR
<u>0291001000480</u>	1322 PLANTATION LAKES CIR
<u>0291001000490</u>	1400 PLANTATION LAKES CIR
<u>0291001000970</u>	1401 PLANTATION LAKES CIR
<u>0291001000500</u>	1402 PLANTATION LAKES CIR
<u>0291001000960</u>	1403 PLANTATION LAKES CIR
<u>0291001000510</u>	1404 PLANTATION LAKES CIR
<u>0291001000950</u>	1405 PLANTATION LAKES CIR
<u>0291001000520</u>	1406 PLANTATION LAKES CIR
<u>0291001000940</u>	1407 PLANTATION LAKES CIR
<u>0291001000530</u>	1408 PLANTATION LAKES CIR
<u>0291001000930</u>	1409 PLANTATION LAKES CIR
<u>0291001000540</u>	1410 PLANTATION LAKES CIR
<u>0291001000920</u>	1411 PLANTATION LAKES CIR
<u>0291001000550</u>	1412 PLANTATION LAKES CIR
<u>0291001000910</u>	1413 PLANTATION LAKES CIR
<u>0291001000560</u>	1414 PLANTATION LAKES CIR
<u>0291001000900</u>	1415 PLANTATION LAKES CIR
<u>0291001000570</u>	1416 PLANTATION LAKES CIR
<u>0291001000890</u>	1417 PLANTATION LAKES CIR
<u>0291001000580</u>	1418 PLANTATION LAKES CIR
<u>0291001000880</u>	1419 PLANTATION LAKES CIR
<u>0291001000590</u>	1420 PLANTATION LAKES CIR
<u>0291001000870</u>	1421 PLANTATION LAKES CIR
<u>0291001000600</u>	1422 PLANTATION LAKES CIR
<u>0291001000860</u>	1423 PLANTATION LAKES CIR
<u>0291001000610</u>	1424 PLANTATION LAKES CIR
<u>0291001000850</u>	1425 PLANTATION LAKES CIR
<u>0291001000620</u>	1426 PLANTATION LAKES CIR
<u>0291001000840</u>	1427 PLANTATION LAKES CIR
<u>0291001000630</u>	1428 PLANTATION LAKES CIR
<u>0291001000830</u>	1429 PLANTATION LAKES CIR
<u>0291001000640</u>	1430 PLANTATION LAKES CIR
<u>0291001000820</u>	1431 PLANTATION LAKES CIR
<u>0291001000650</u>	1432 PLANTATION LAKES CIR
<u>0291001000810</u>	1433 PLANTATION LAKES CIR

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Control No.	Property Address
<u>0291001000660</u>	1434 PLANTATION LAKES CIR
<u>0291001000800</u>	1435 PLANTATION LAKES CIR
<u>0291001000670</u>	1436 PLANTATION LAKES CIR
<u>0291001000790</u>	1437 PLANTATION LAKES CIR
<u>0291001000680</u>	1438 PLANTATION LAKES CIR
<u>0291001000780</u>	1439 PLANTATION LAKES CIR
<u>0291001000690</u>	1440 PLANTATION LAKES CIR
<u>0291001000770</u>	1441 PLANTATION LAKES CIR
<u>0291001000700</u>	1442 PLANTATION LAKES CIR
<u>0291001000760</u>	1443 PLANTATION LAKES CIR
<u>0291001000710</u>	1444 PLANTATION LAKES CIR
<u>0291001000720</u>	1446 PLANTATION LAKES CIR
<u>0291001000730</u>	1448 PLANTATION LAKES CIR
<u>0291001000740</u>	1450 PLANTATION LAKES CIR
<u>0291002000660</u>	1451 PLANTATION LAKES CIR
<u>0291001000750</u>	1452 PLANTATION LAKES CIR
<u>0291001001510</u>	1500 PLANTATION LAKES CIR
<u>0291001001520</u>	1502 PLANTATION LAKES CIR
<u>0291001001500</u>	1503 PLANTATION LAKES CIR
<u>0291001001530</u>	1504 PLANTATION LAKES CIR
<u>0291001001490</u>	1505 PLANTATION LAKES CIR
<u>0291001001540</u>	1506 PLANTATION LAKES CIR
<u>0291001001480</u>	1507 PLANTATION LAKES CIR
<u>0291001001550</u>	1508 PLANTATION LAKES CIR
<u>0291001001470</u>	1509 PLANTATION LAKES CIR
<u>0291001001560</u>	1510 PLANTATION LAKES CIR
<u>0291001001460</u>	1511 PLANTATION LAKES CIR
<u>0291001001570</u>	1512 PLANTATION LAKES CIR
<u>0291001001450</u>	1513 PLANTATION LAKES CIR
<u>0291001001580</u>	1514 PLANTATION LAKES CIR
<u>0291001001440</u>	1515 PLANTATION LAKES CIR
<u>0291001001590</u>	1516 PLANTATION LAKES CIR
<u>0291001001430</u>	1517 PLANTATION LAKES CIR
<u>0291001001600</u>	1518 PLANTATION LAKES CIR
<u>0291001001420</u>	1519 PLANTATION LAKES CIR
<u>0291001001610</u>	1520 PLANTATION LAKES CIR
<u>0291001001410</u>	1521 PLANTATION LAKES CIR
<u>0291001001620</u>	1522 PLANTATION LAKES CIR
<u>0291001001400</u>	1523 PLANTATION LAKES CIR
<u>0291001001630</u>	1524 PLANTATION LAKES CIR
<u>0291001001390</u>	1525 PLANTATION LAKES CIR

Control No.	Property Address
<u>0291001001640</u>	1526 PLANTATION LAKES CIR
<u>0291001001380</u>	1527 PLANTATION LAKES CIR
<u>0291001001650</u>	1528 PLANTATION LAKES CIR
<u>0291001001370</u>	1529 PLANTATION LAKES CIR
<u>0291001001660</u>	1530 PLANTATION LAKES CIR
<u>0291001001360</u>	1531 PLANTATION LAKES CIR
<u>0291001001670</u>	1532 PLANTATION LAKES CIR
<u>0291001001350</u>	1533 PLANTATION LAKES CIR
<u>0291001001680</u>	1534 PLANTATION LAKES CIR
<u>0291001001340</u>	1535 PLANTATION LAKES CIR
<u>0291001001690</u>	1536 PLANTATION LAKES CIR
<u>0291001001330</u>	1537 PLANTATION LAKES CIR
<u>0291001001700</u>	1538 PLANTATION LAKES CIR
<u>0291001001710</u>	1540 PLANTATION LAKES CIR
<u>0291001001720</u>	1542 PLANTATION LAKES CIR
<u>0291002000670</u>	1700 VOLVO PKY
<u>0291002000680</u>	1702 VOLVO PKY
<u>0291002000650</u>	1703 VOLVO PKY
<u>0291002000690</u>	1704 VOLVO PKY
<u>0291002000640</u>	1705 VOLVO PKY
<u>0291002000700</u>	1706 VOLVO PKY
<u>0291002000630</u>	1707 VOLVO PKY
<u>0291002000710</u>	1708 VOLVO PKY
<u>0291002000620</u>	1709 VOLVO PKY
<u>0291002000720</u>	1710 VOLVO PKY
<u>0291002000610</u>	1711 VOLVO PKY
<u>0291002000730</u>	1712 VOLVO PKY
<u>0291002000600</u>	1713 VOLVO PKY
<u>0291002000740</u>	1714 VOLVO PKY
<u>0291002000590</u>	1715 VOLVO PKY
<u>0291002000750</u>	1716 VOLVO PKY
<u>0291002000580</u>	1717 VOLVO PKY
<u>0291002000760</u>	1718 VOLVO PKY
<u>0291002000570</u>	1719 VOLVO PKY
<u>0291002000770</u>	1720 VOLVO PKY
<u>0291002000560</u>	1721 VOLVO PKY
<u>0291002000780</u>	1722 VOLVO PKY
<u>0291002000550</u>	1723 VOLVO PKY
<u>0291002000790</u>	1724 VOLVO PKY
<u>0291002000540</u>	1725 VOLVO PKY
<u>0291002000800</u>	1726 VOLVO PKY

Control No.	Property Address
<u>0291002000530</u>	1727 VOLVO PKY
<u>0291002000810</u>	1728 VOLVO PKY
<u>0291002000520</u>	1729 VOLVO PKY
<u>0291002000820</u>	1730 VOLVO PKY
<u>0291002000510</u>	1731 VOLVO PKY
<u>0291002000830</u>	1732 VOLVO PKY
<u>0291002000500</u>	1733 VOLVO PKY
<u>0291002000840</u>	1734 VOLVO PKY
<u>0291002000490</u>	1735 VOLVO PKY
<u>0291002000850</u>	1736 VOLVO PKY
<u>0291002000480</u>	1737 VOLVO PKY
<u>0291002000860</u>	1738 VOLVO PKY
<u>0291002000470</u>	1739 VOLVO PKY
<u>0291002000870</u>	1740 VOLVO PKY
<u>0291002000460</u>	1741 VOLVO PKY
<u>0291002000880</u>	1742 VOLVO PKY
<u>0291002000450</u>	1743 VOLVO PKY
<u>0291002000890</u>	1744 VOLVO PKY
<u>0291002000440</u>	1745 VOLVO PKY
<u>0291002000900</u>	1746 VOLVO PKY
<u>0291002000430</u>	1747 VOLVO PKY
<u>0291002000910</u>	1748 VOLVO PKY
<u>0291002000420</u>	1749 VOLVO PKY
<u>0291002000920</u>	1750 VOLVO PKY
<u>0291002000410</u>	1751 VOLVO PKY
<u>0291002000400</u>	1753 VOLVO PKY
<u>0291002000390</u>	1755 VOLVO PKY
<u>0291002000380</u>	1757 VOLVO PKY
<u>0291002000370</u>	1759 VOLVO PKY
<u>0291002000930</u>	1800 VOLVO PKY
<u>0291002000940</u>	1802 VOLVO PKY
<u>0291002000360</u>	1803 VOLVO PKY
<u>0291002000950</u>	1804 VOLVO PKY
<u>0291002000350</u>	1805 VOLVO PKY
<u>0291002000960</u>	1806 VOLVO PKY
<u>0291002000340</u>	1807 VOLVO PKY
<u>0291002000970</u>	1808 VOLVO PKY
<u>0291002000330</u>	1809 VOLVO PKY
<u>0291002000980</u>	1810 VOLVO PKY
<u>0291002000320</u>	1811 VOLVO PKY
<u>0291002000990</u>	1812 VOLVO PKY

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Control No.	Property Address
<u>0291002000310</u>	1813 VOLVO PKY
<u>0291002001000</u>	1814 VOLVO PKY
<u>0291002000300</u>	1815 VOLVO PKY
<u>0291002001010</u>	1816 VOLVO PKY
<u>0291002000290</u>	1817 VOLVO PKY
<u>0291002001020</u>	1818 VOLVO PKY
<u>0291002000280</u>	1819 VOLVO PKY
<u>0291002001030</u>	1820 VOLVO PKY
<u>0291002000270</u>	1821 VOLVO PKY
<u>0291002000260</u>	1823 VOLVO PKY
<u>0291002001040</u>	1824 VOLVO PKY
<u>0291002000250</u>	1825 VOLVO PKY
<u>0291002000240</u>	1827 VOLVO PKY
<u>0291002001050</u>	1828 VOLVO PKY
<u>0291002000230</u>	1829 VOLVO PKY
<u>0291002000220</u>	1831 VOLVO PKY
<u>0291002001060</u>	1832 VOLVO PKY
<u>0291002000210</u>	1833 VOLVO PKY
<u>0291002001070</u>	1834 VOLVO PKY
<u>0291002000200</u>	1835 VOLVO PKY
<u>0291002001080</u>	1836 VOLVO PKY
<u>0291002000190</u>	1837 VOLVO PKY
<u>0291002001090</u>	1838 VOLVO PKY
<u>0291002000180</u>	1839 VOLVO PKY
<u>0291002001100</u>	1840 VOLVO PKY
<u>0291002000170</u>	1841 VOLVO PKY
<u>0291002001110</u>	1842 VOLVO PKY
<u>0291002000160</u>	1843 VOLVO PKY
<u>0291002001120</u>	1844 VOLVO PKY
<u>0291002000150</u>	1845 VOLVO PKY
<u>0291002000140</u>	1847 VOLVO PKY
<u>0291002001130</u>	1848 VOLVO PKY
<u>0291002000130</u>	1849 VOLVO PKY
<u>0291002001140</u>	1850 VOLVO PKY
<u>0291002000120</u>	1851 VOLVO PKY
<u>0291002001150</u>	1852 VOLVO PKY
<u>0291002000110</u>	1853 VOLVO PKY
<u>0291002001160</u>	1854 VOLVO PKY
<u>0291002000100</u>	1855 VOLVO PKY
<u>0291002001170</u>	1856 VOLVO PKY
<u>0291002000090</u>	1857 VOLVO PKY

<u>Control No.</u>	<u>Property Address</u>
<u>0291002001180</u>	1858 VOLVO PKY
<u>0291002000080</u>	1859 VOLVO PKY
<u>0291002000070</u>	1861 VOLVO PKY
<u>0291002001190</u>	1862 VOLVO PKY
<u>0291002000060</u>	1863 VOLVO PKY
<u>0291002000050</u>	1865 VOLVO PKY
<u>0291002001200</u>	1866 VOLVO PKY
<u>0291002000040</u>	1867 VOLVO PKY
<u>0291002001210</u>	1868 VOLVO PKY
<u>0291002000030</u>	1869 VOLVO PKY
<u>0291002001220</u>	1870 VOLVO PKY
<u>0291002000020</u>	1871 VOLVO PKY
<u>0291002001230</u>	1872 VOLVO PKY
<u>0291002001240</u>	1874 VOLVO PKY

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INSTRUMENT #110017405
RECORDED IN THE CLERK'S OFFICE OF
CHESAPEAKE ON
JULY 14, 2011 AT 04:07PM

FAYE W. MITCHELL, CLERK
RECORDED BY: SWM

RESTATED BYLAWS
OF
THE PLANTATION LAKES HOMEOWNERS ASSOCIATION

EXPLANATION AND DISCLAIMER
JULY 8, 2011

This document is now the official version of the covenants, conditions, restrictions, and easements that run with the land with respect to the subdivision of Plantation Lakes.

This document was compiled by a committee of owners and the Association's counsel, Inman & Strickler, PLC, from the currently recorded Declaration and represents counsel's legal opinion as to the collected and currently applicable covenants, conditions, restrictions as amended on several occasions since the inception of the Association in 1984.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is THE PLANTATION LAKES HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at 825 Greenbrier Circle, Suite 20.1, Chesapeake, Virginia 23320, but meetings of members and directors may be held at such places within the State of Virginia as may be designed by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to The Plantation Lakes Homeowners Association, a nonstock Virginia corporation, its successors and assigns.

Section 2. "Builder" or "Builders" shall mean and refer to any person, partnership, corporation or other entity which purchases any Lot or Townhouse Site from Declarant (hereinafter defined) for the purpose of constructing thereon, and the selling in the ordinary course of business to owners, detached single family dwellings, or attached townhouse dwellings.

Section 3. "Common Area" shall mean that area so designated- in the Declaration.

Section 4. "Declarant" shall mean and refer to Plantation Lakes Company, a Virginia corporation, its successors and assigns, if such successors or assigns should acquire from Declarant its remaining interest in the property referred to in the preamble of the Declaration for the purposes of development. Development shall mean and refer to the orderly subdivision of such property and the construction thereon of private and/ or public water facilities, sewer facilities, streets and/or drainage facilities to serve said property for the purpose of selling same in the ordinary course of business to "Builders".

Section 5. "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Restrictions and Easements made by the Declarant (as hereinafter defined), dated October 24, 1984, and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book --'at page --'as supplemented or amended.

Section 6. "Lot" shall mean and refer to that portion of the Property which is designated on any subdivision plat of the Property as a numbered or lettered

building site of land upon which a detached single family dwelling is constructed, but shall not include any plot otherwise designated, or any of the Common Area.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in Article III hereof

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Townhouse Site which is a part of the Property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation..

Section 9. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Easements hereinafter described.

Section 10. "Townhouse Site" shall mean and refer to any portion of the Property which is a numbered or lettered building site upon which an attached single-family dwelling of party-wall construction is constructed, but shall not include any plot otherwise designated or any Common Area.

ARTICLE III MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or, undivided fee interest in any Lot or Townhouse Site, including contract sellers, which are subject by the Declaration to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Townhouse Site which is subject to assessment, as aforesaid, by the Association. Ownership of such Lot or Townhouse Site shall be the sole qualification for membership.

Section 2. Suspension of Membership Rights. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association for a period of thirty (30) days or more, the voting rights of such Member and his right to use the Common Area shall be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in this Article III, with the exception of the Declarant and Builders prior to and during the course of construction. Class A Members shall be entitled to one vote for each Lot or Townhouse Site in which they hold the interest required for membership by this Article III. When more than one person holds such interest in any Lot or Townhouse Site, all such persons shall be Members, and the vote or votes for such Lot or Townhouse Site shall be exercised as the majority of such persons among themselves determine. At any meeting of the Members, a representation by any of such persons that a majority of such persons have agreed as to the vote or votes for such Lot or Townhouse Site shall be conclusive unless another of such persons contest such representation at such meeting prior to the casting of such vote or votes.

Class B. Class B Members shall be the Declarant and Builders. Class B Members shall be entitled to three (3) votes for each Lot or Townhouse Site in which it (they) hold(s) the interest required for membership by this Article III, provided, that the Class B Membership shall cease and be converted to Class A Membership (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or (b) on December 31, 1988, whichever shall first occur. Notwithstanding anything herein contained to the contrary, if the Declarant shall, at any time or from time to time, convey one or more undeveloped Lot(s) or Townhouse Site(s) to any person, firm or corporation, including Builders, the Declarant shall continue to have and exercise voting rights with respect to each such Lots or Townhouse Sites to the same extent as if it continued to own such Lots or Townhouse Sites, until such Lots or Townhouse Sites are developed and either conveyed to a purchaser for occupancy, or occupied as a dwelling.

ARTICLE IV PROPERTY RIGHTS, RIGHTS OF ENJOYMENT

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities thereon to the members of his family, his tenants or contract purchasers, who regularly reside on the Property. Such Member shall notify the secretary of the Association in writing of the name or names of any such delegate(s). The rights and privileges of such delegate(s) are subject to suspension to the same extent as those of the Member.

ARTICLE V
BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of either three (3), six (6) or nine (9) directors, who need not be Members of the Association. The number of directors (within the numerical limits stated above) shall be fixed, from time to time, by resolution of the Board of Directors of the Association.

Section 2. Election and Term of Office. At the first annual meeting the members shall elect one-third (1/3) of the directors for a term of one year, one-third (1/3) of the directors for a term of two years and the remaining one-third (1/3) of the directors for a term of three years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the directors for a term of three years. Any vacancy occurring in the initial term or any subsequent term of the Board of Directors each may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and any vacancy not so filled shall be filled at the next succeeding meeting of the Members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director whose position he was elected to fill.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected as set forth in Section 2 of this Article V.

Section 4. Compensation. No director shall receive compensation for any service other than any service rendered in a professional capacity such as attorney, certified public accountant, architect and the like, that he may render to the Association. Any director may be reimbursed for his actual out-of-pocket expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the

floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more other persons who are Members of the Association or members of the Board of Directors. The Nominating Committee shall be selected by the President and approved by the Board of Directors prior to each annual meeting of the Members, to serve until the close of that meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held beginning with the calendar year 1985, at least quarter-annually, without notice, on such day, and at such place and hour, as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) appoint and remove officers of the Association and establish their compensation, if any;

(b) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties within the limits set out in the Declaration and the Articles of Incorporation, for the infraction thereof,

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors; and (e) employ a manager, accountant, lawyer or other independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and fix their compensation.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a written summary thereof at the regular annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members (as defined in the Declaration and Articles of Incorporation) who are entitled to vote;

(b) to supervise all officers, agents and employees of the association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(i) fix the amount of the annual assessment against each Lot or Townhouse Site at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XIII of these Bylaws; and

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability, hazard or other insurance for the protection of the Association and its property;

(f) to cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) to cause the Common Area (including any private roads lying therein) to be maintained, and to that end, the Board of Directors shall secure the services of such independent contractor(s) and/ or employ such persons as shall demonstrate and possess all of the suitable skills, experience, equipment and resources for the maintenance of the Common Area in a professional and attractive manner and the maintenance of all landscaped areas in a healthy condition and neat appearance;

(h) to prepare, or cause to be prepared, on an annual basis, for each forthcoming fiscal year (as defined in ARTICLE XVII hereof), a complete, itemized and detailed operating budget for such fiscal year, prepared in accordance with generally accepted accounting principles and practices, which budget shall:

(i) be submitted for approval and adoption by resolution of the Board prior to each annual meeting of the Members, and

(ii) shall be presented to the Members at such annual meeting, for adoption and approval by a majority of a quorum of the Members present in person or by proxy at such meeting;

(i) to prepare, or cause to be prepared, the annual Federal and State corporate income tax returns, which shall be filed in a timely manner.

ARTICLE IX MEETING OF MEMBERS

Section 1. "Commencing with the year 1998. the annual meeting of the Members shall be held in the month of October at a date and time to be determined by the Board of Directors. (AMENDMENT 1 at Annual Meeting held November 2, 1997)

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting either personally or by mailing a copy of such notice, postage prepaid,

not less than 10, nor more than 50, days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member at his address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Townhouse.

ARTICLE X OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, one or more vice-presidents, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected and takes office, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office as enumerated in Section I of this Article shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve ^or the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments in the name and behalf of the Association and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d). Treasurer. The Treasurer shall receive and deposit' in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall co-sign all checks and promissory notes of the Association: keep proper books of account; cause an annual review (and where specifically requested by the Board of Directors an audit) of the Association's books to be made *by an Audit Committee composed of*

Association members at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting.

(AMENDMENT 2 at Annual Meeting held November 2, 1997; change highlighted in italics)

ARTICLE XI COMMITTEES

Section 1. The President, with the approval of the Board of Directors, shall select a Nominating Committee, as provided in these Bylaws. In addition, the President, with the approval of the Board of Directors, may appoint other committees as deemed appropriate in carrying out its purposes, such as (but not limited to):

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreation program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

(b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Area and shall perform such other functions as the Board, in its discretion, determines;

(c) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association;

(d) An Audit Committee which shall supervise the annual review or audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, as provided in ARTICLE X, Section 8 (d). The Treasurer shall be an ex officio member of the Audit Committee; and

(e) An Architectural Committee which shall advise the Board of Directors on all matters pertaining to architectural control of structures erected, or to be erected, upon the Property.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities

within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as may be concerned with the matter presented.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration, each Member is deemed to covenant and agree to pay to the Association, the following: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot or Townhouse Site against which each such assessment is made and sale or transfer of any such Lot or Townhouse Site shall not affect the validity of the assessment lien. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal, obligation of the person or corporation who was the owner of such Lot or Townhouse Site at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property through the ownership, improvements, operation and maintenance of the Common Area and the facilities thereon.

Section 3. Rate, Basis, and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment for each Lot or Townhouse Site shall be \$ _____

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment may be increased each year either (I) by not more than five percent (5 %) above the maximum annual assessment for the previous year or (ii) by not more than the rise, if any, in the Consumer Price Index for All Urban Consumers (published by the Department of Labor, Washington, D.C. for the preceding July), whichever is higher, by the Board of Directors of the Association without a vote of the membership, provided, however, the maximum annual assessment against the Declarant or Builders until completion of construction of a dwelling on any such Lot or Townhouse Site and the occupancy thereof as a residence, shall be twenty-five percent (25%) of the assessment in effect from time to time as set forth above.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Townhouse Site to an Owner for occupancy, the maximum annual assessment may be increased above that set forth above by the assent of more than two-thirds (2/3rds) of the vote of each class of Members who are voting in person or by proxy, at a special meeting called for such purpose.

(c) After consideration of current operating and maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted hereunder.

(d) The following method of computation shall be used when using the Consumer Price Index. The Consumer Price Index for All Urban Consumers establishes the United States City Average numerical rating for All Items under the Expenditure Category for the month of July, 1984, as 311.7. This will be the base rating. To determine the percentage to be applied, to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of One Hundred Percent (100%), is multiplied by the original maximum annual assessment to obtain the maximum annual assessment for the subsequent year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a

meeting duly called for this purpose; and provided further that no such special assessment shall exceed an amount equal to twice the then current maximum annual assessment.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the applicable notice requirement, at which subsequent or postponed meeting the quorum requirement shall be one-half (1/2) of that required at the preceding meeting; provided, however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Townhouse Sites on the first day of the month following the conveyance of the Common Areas. The first annual assessments shall be adjusted according to the number of full calendar months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot or Townhouse Site at least thirty (30) days in advance of each annual assessment period; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of assessments shall be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Townhouse Site have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot or Townhouse Site. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure shall relieve such Lot or Townhouse Site from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be deemed

delinquent. If the assessment, or any part thereof, is not paid within 30 days after the due date, the Board of Directors of the Association may impose a late payment fee equal to ten percent (10%) of said delinquent amount or \$10.00, whichever is greater, and the assessment and late payment fee shall bear interest from the due date at the rate of eight percent (8%) per annum (or such greater per annum rate as may hereafter, from time to time, be permitted by applicable regulations of the Veterans Administration or by law). The Association may, as hereinafter provided and in addition to all other rights and remedies provided herein or by law, bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the assessment lien against the Lot or Townhouse Site, as the case may be, and in either case, late payment fees, interest at the above rate, costs of collection, including actual *attorney fees incurred of \$35.00 for preparation, plus the costs of recordation and release, of the Memorandum of Lien pursuant to Section 55-5516 of the Code of Virginia and, if legal action is undertaken, to collect the assessment, additional attorney's fees of 33 1/3% of the amount due, or \$150.00, whichever is greater,* (amendment in italics adopted at Annual Meeting October 1999) shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Townhouse Site. In the event of default in the payment of an assessment when due, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, including without limitation, by either or both of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and costs of collection including actual attorney's fees incurred, as provided above.

(b) Enforcement of Lien. The Declaration creates a lien, with power of sale, on each and every Lot or Townhouse Site within the Property, to secure payment to the Association of any and all assessments and other sums levied against any and all owners and such Lots or Townhouse Sites, together with late payment fees, interest thereon at the rate hereinabove provided from the date of delinquency, and all costs of collection which may be paid or incurred. If such assessment is not paid when due, the Association may elect to record a memorandum of lien on behalf of the Association against the Lot or Townhouse Site of which such assessment is delinquent, said memorandum of lien to be recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia. Such a memorandum of lien shall be executed and acknowledged by any

officer of the Association, and shall contain substantially the following information:

- (i) The name of the Owner at the time of the recording;
- (ii) A brief legal description and the street address of such Lot or Townhouse Site against which such memorandum of lien is filed;
- (iii) The total amount claimed to be due on the lien for the amount of the delinquency, late payment fees, interest thereon, costs of collection and attorney's fees.
- (iv) A statement that the memorandum of lien is filed by the Association pursuant of Article VI of the Declaration;
- (v) A statement that a lien is claimed against said Lot or Townhouse Site in the amount equal to the amount therein stated.

Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the judicial foreclosure of a judgment lien, mortgage or deed of trust as set forth by the laws of the Commonwealth of Virginia, as the same may be modified or amended. The lien provided for in the Declaration shall be in favor of the Association and shall be for the benefit of all Members. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any such Lot or Townhouse Site. In the event such foreclosure is by action in court, *attorney; fess of \$35.00 for preparation, plus the costs of recordation and release, of the Memorandum of Lien pursuant to Section 55-5516 r f the Code of Virginia and, if legal action is undertaken, to collect the assessment, additional attorney's fees of 33 1;'3% of the amount due, or \$1'50. 00, whichever is greater* (amendment in italics adopted at Annual Meeting October 1999) court costs, title search fees, interests and all other costs and expenses shall be allowed. Each Owner, by becoming an Owner of any Lot or Townhouse Site expressly consents, and waives any objection, to the notice, enforcement and foreclosure of this lien in the manner above provided.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (1) all Property dedicated to and accepted by a local public authority and (2) the Common Areas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and townhouse Sites, and may be collected as often as monthly.

**ARTICLE XV
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: THE PLANTATION LAKES HOMEOWNERS ASSOCIATION.

**ARTICLE XVI
AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to approve amendments so long as Class B Membership exists.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XVI
INDEMNIFICATION AND INSURANCE**

Section 1. Indemnity. The Association may indemnify each director and officer, whether or not then in office, against expenses (including attorney's fees), judgments, and amounts paid in settlement actually and reasonably incurred by him or her in connection with actions, suits or proceedings arising from his or her relationship with the Association if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the interests of the Association.

The Association may indemnify or agree to indemnify any person who is serving or has served as an employee of the Association against expenses (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by him or her in connection with actions, suits, or proceedings arising from his or her relationship with the Association, provided that a majority of the Board of Directors, acting at a meeting at which a quorum consisting of Directors who are not parties to, or threatened with, any such action, suit or proceeding, is present, determine that such employee:

(a) Was not and has not been adjudicated to have been guilty of misconduct in the performance of his or her duty to the Association;

(b) Acted in good faith in what he or she believed to be in, and not opposed to, the best interests of the Association; and

(c) In any manner the subject of a suit or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 2. Determination. Any director, who is a party to or threatened with any such action, suit or proceeding, shall not be qualified to vote on the determination referred to in Section 1 of this Article. If a quorum of directors, who are not disqualified from voting by reason of being parties to or threatened with such action, suit or proceeding, cannot be obtained, such determination shall be made in a written opinion by an independent legal counsel selected by a majority of the disinterested directors or, in the absence of such a majority, or of disinterested directors, then, selected by a majority of the Members of the Association at a special meeting duly called for such purpose. Indemnification shall not be deemed exclusive of any of the rights to which such director, officer or employee may be entitled under these Bylaws, the Articles of Incorporation or other agreements.

Section 3. Insurance. The Board of Directors of the Association may secure and maintain, at the expense of the Association, and if available, such policies of insurance as it may consider appropriate to insure any person who is serving or has served as a director, officer, or employee of the Association, against liability and expenses arising out of his or her status as such.

ARTICLE XVII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the original directors of The Plantation Lakes Homeowners Association, have hereunto set our hands this _____ day of _____, 1984.

John L. Cote
Richard E. Burnell
A. Russell Kirk